

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED

IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

H. REGINA THOMAS.
CLERK

BY: _____
DEPUTY CLERK

OCT 30 2009 PM 02:56

OCT 30 2009 PM 02:56

FILED

IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

H. REGINA THOMAS.
CLERK

BY: _____
DEPUTY CLERK

GLENN R FAVRE pro se

Claimant,

v

Franklin Biggins and
Veronica Biggins

Ray Martin

John Macklin and the Macklin
Family Trust,

GEORGE LEE LESESNEE

Kenneth Krell

Chapter 7

Case No. 08-ca-85264-mhm

Affiliated adversarial cases

09-ad-9070

09-ad-9071

09-ad-9073,

09-ad-9074

In re: Glenn Favre pro se:
Debtors.

**DEBTORS' REQUEST FOR AN EMERGENCY HEARING ON MOTIONS FOR
CONSOLIDATION OF AFFILIATED ADVERSARIAL CASE(S) TO ALLOW A
SUMMARY JUDGMENT FOR SAME**

TO THE HONORABLE MARGARET MURPHY, UNITED STATES BANKRUPTCY
JUDGE:

The above-captioned debtor, as debtor and adversary claimant (the "Debtor"), file this motion (the "Motion") respectfully asking the Court to schedule an emergency hearing to consider the Debtors' motions for a Summary Judgment based on the newly discovered information shown here with in. In support of the Motion, the Debtors respectfully state as follows:

DUPLICATE

Jurisdiction

1. The United States Bankruptcy Court for the Northern District of Georgia has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

1

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtor in this chapter 7 case is: Glenn R Favre.

3. This Motion is filed and the relief requested herein is pursuant to **BLR 1015-1. Related Title 11 Cases Definitions** the Local Bankruptcy Rules and Forms of the United States Bankruptcy Court for the Northern District of Georgia (the "Local Bankruptcy Rules") and 11 USC § 524(a)(3)

Background

4. The Debtors' principal asset is Top to Bottom Renovations, LLC (here in referred to as "T2B") a renovation company located in Decatur, Georgia.

5. Judge Franklin Biggins (here in referred to as "Judge Biggins") is the Magistrate Judge in Fulton County.

6. Judge Biggins contracted repairs on his primary residence with T2B. It was not disclosed to the debtor as to whom Judge Biggins is.

7. Judge Biggins and Veronica Biggins, Esq. ("Mrs. Biggins", herein collectively referred to as "the Biggins") breached the contract with T2B and filed a frivols law suite 07MS073882 for \$1,000.00 against that of the Debtor individually and T2B in October 2007, based on false statements made by Mrs. Biggins, in reference to the contract and that of the invoice.

8. The Biggins failed to serve the summons of said suite to Debtor or that of T2B.

9. Judge Biggins presided over three of the cases that the Debtor and or that of T2B were parties too.

10. Judge Biggins, knowing he had a conflict of interest, ruled in favor of John Macklin and the Macklin Family Trust in 2008, civil case 08MS084709 (failure to pay final invoice) Glenn Favre v John Macklin and the Macklin Family Trust. Debtor did not

DUPLICATE

appear because no service was ever served.

11. Debtor realizing the hearing should have taken place, inquired with the local clerk at the Magistrates office to find out that it had already been heard.

12. 08vs149495J for Top to Bottom Renovations, LLC v John Macklin and the Macklin Family Trust is still pending.

13. Debtor Objected, only to have Judge Biggins presiding over the case again and did recues himself, but not before Judge Biggins had his Bailiff serve Debtor with the summons to 07MS073882 prior the calling of the calendar.

14. Again two weeks later Judge Biggins calendared the hearing of T2B v. Ray Martin civil case number 08MS090163 although he again had to recues himself.

15. Judge Biggins, in civil case number 07MS073882 Veronica Biggins v. Glenn Favre individually and Top to Bottom Renovations, LLC ruled in favor of Mrs. Biggins and awarded her default judgment of \$1800.00. The Debtor neither was unaware of the hearing nor was his attorney Jeff Mueller.

16. The Biggins are neighbors of Kenneth Krell, who is proper party to these proceedings, was told of the breach of contract and efforts of Judge Biggins to hinder the hearing between Glenn Favre and Top to Bottom Renovations, LLC v Kenneth Krell, civil case 08EV005111J who told George Lee Lesesnee also in civil case 2009CV168861 that the Debtor would over charge him based off of the statements of Judge Biggins.

17. As successful as the Debtors' operations had been, prior to the Judicial Misconduct by Judge Biggins interference with the Debtors due process, still over two and a half years since the first filing of a law suite, none have been able to be brought before a court of Law and have the cases heard.

18. The facts and circumstances supporting this Motion are further set forth in the Complaint of Judicial Misconduct filed with the review board.

Relief Requested

19. By this Motion, the Debtors request an emergency hearing, pursuant to Local Bankruptcy Rule 9013-2(e), to consider the Debtors' Motion Summary Judgment earlier than five business days after the last adversarial summons has been issued.

DUPLICATE

20. Specifically, in addition to this Motion, the Debtors filed the following adversarial case on the Petition Date: 10/29/2009 of Favre v. Judge Biggins.

WHEREFORE, Counter-Plaintiff Glenn R. Favre requests this Court enter A SUMMARY JUDGMENT in Debtor's favor on it claim for **JUDICIAL MISCONDUCT, NEGLIGENT MISREPRESENTATION, FRAUD, WILLFUL VIOLATION OF 11 USC § 362(A)** award damages in an amount of **\$112,000,000.00** further asks that this Court award Favre all of his costs and any further relief which this Court deems just and proper and forwards the complaint(s) to the appropriate State and Federal Authorities for Criminal Prosecution.

Respectfully Submitted

October 29, 2009



Glenn R Favre

110 South Columbia Drive #11
Decatur GA, 30030
404-373-1137

Judicial Council of the 11th Circuit

COMPLAINT OF JUDICIAL MISCONDUCT OR DISABILITY

To begin the complaint process, complete this form and prepare the brief statement of facts described in item 5 (below). The RULES FOR JUDICIAL-CONDUCT AND JUDICIAL-DISABILITY PROCEEDINGS, adopted by the Judicial Conference of the United States, contain information on what to include in a complaint (Rule 6), where to file a complaint (Rule 7), and other important matters. The rules are available in federal court clerks' offices, on individual federal courts' Web sites, and on www.uscourts.gov.

Your complaint (this form and the statement of facts) should be typewritten and must be legible. For the number of copies to file, consult the local rules or clerk's office of the court in which your complaint is required to be filed. Enclose each copy of the complaint in an envelope marked "COMPLAINT OF MISCONDUCT" or "COMPLAINT OF DISABILITY" and submit it to the appropriate clerk of court. **Do not put the name of any judge on the envelope.**

1. Name of Complainant: Glenn R Favre/Top to Bottom Renovations, LLC
Contact Address: 110 South Columbia Drive #11
Decatur, Georgia 30030
Daytime telephone: 404) 3731137

2. Name(s) of Judge(s): Franklin Biggins
Court: Magistrates Court of Fulton County

3. Does this complaint concern the behavior of the judge(s) in a particular lawsuit or lawsuits?

☒ Yes ☐ No

If "yes," give the following information about each lawsuit:

Court: Magistrates Court of Fulton County

Case Number: 08vs149495J - 07ms073882-

Docket number of any appeal to the ____ Circuit: _____

Are (were) you a party or lawyer in the lawsuit?

☒ Party ☐ Lawyer ☐ Neither

If you are (were) a party and have (had) a lawyer, give the lawyer's name, address, and telephone number:

Jeff Mueller

3355 Lenox Rd. Suite 600

Atlanta, Georgia 30326

4. Have you filed any lawsuits against the judge?

☒ Yes ☐ No

If "yes," give the following information about each such lawsuit:

Court: US BANKRUPTCY COURT OF NORTHERN GOERGIA

Case Number: 08-CA-85264-MHM

Present status of lawsuit: _____

Name, address, and telephone number of your lawyer for the lawsuit against the judge:

GLENN R FAVRE PRO SE

110 South Columbia Drive #11

Decatur Georgia 30030 404=373-1137

Court to which any appeal has been taken in the lawsuit against the judge:

US BANKRUPTCY COURT NOTHERN DISTRICT OF GEORGIA

Docket number of the appeal: _____

Present status of the appeal: _____

5. **Brief Statement of Facts.** Attach a brief statement of the specific facts on which the claim of judicial misconduct or disability is based. Include what happened, when and where it happened, and any information that would help an investigator check the facts. If the complaint alleges judicial disability, also include any additional facts that form the basis of that allegation. Judge Biggins was presiding over the above case, had his bailiff serve me with a subpoena for a law suite from him prior to hearing the case. He recused himself so I was not able to have the case heard, only to have Judge Biggins preside over another Small Claims case knowing that their would and is a conflict of interest
6. **Declaration and signature:** Neither of these cases have been rescheduled and it has been over a year since the filing.

Do to Judge Biggins actions, I have had to subsequently file personnel BK7, since the cases being heard were for my company and I have personally guaranteed the debt.

I declare under penalty of perjury that the statements made in this complaint are true and correct to the best of my knowledge.

(Signature)

Glenn R Favre

(Date)

10/27/2009

MAGISTRATE COURT OF FULTON COUNTY
185 Central Ave., S. W., Suite TG700, Atlanta, GA 30303

J. VERONICA BIGGINS + FRANKLIN BIGGINS

138 POAINTREE CIR
ATLANTA, GA 30309

Plaintiff Name, Street Address, City/State, Zip Code
Telephone Number: (404) 892-9888

DO NOT WRITE IN THIS SPACE

FILED IN OFFICE

07 AUG - 8 PM
SECOND ORIGINAL

HARK HARPER
CLERK/STATE COURT OF
FULTON COUNTY, GEORGIA

versus

TDD TO BOTTOM RENOVATIONS INC
SEC OF STATE, 400 NORTH RIDGE #590
ATLANTA GA

GLENN FAURE, 1105 S. COLUMBIA DR #11
Defendant Name, Street Address, City/State, Zip Code
DECATUR GA

Plaintiff's Attorney Name/Address/Zip Code/Phone No.

STATEMENT OF CLAIM

Type of Suit: ☐ Account ☐ Contract ☐ Note ☐ Tort ☐ Trover ☐ Personal Injury

1. Defendant named resides in Fulton County and is subject to the jurisdiction of this Court.
2. Defendant is indebted to Plaintiff in the sums of \$ _____, principal, \$ _____, interest, _____ attorney fees and \$ _____ costs to date as follows:
(State your claim here) SEE ATTACHED COMPLAINT

3. WHEREFORE, Plaintiff demands judgment against Defendant in the amounts as alleged in paragraph 2 herein.

STATE OF GEORGIA, FULTON COUNTY:

After being duly sworn on oath, says the foregoing is a just and true statement of the amounts owing by Defendant to Plaintiff, exclusive of all setoffs and just grounds of defense.

Sworn to and subscribed before me, this
August 8, 2007
J. Brown
Deputy Clerk or Notary Public

Plaintiff's Signature

SUMMONS

TO THE ABOVE-NAMED DEFENDANT:

You are hereby required to file with the Clerk of said Court and to serve a copy on Plaintiff or Plaintiff's Attorney, an answer to the complaint which is herewith served on you, within thirty (30) days after service on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint, plus cost of this action.

Your answer may be filed in writing or may be given orally (in person) to the Court. If you mail in your answer it must be notarized. Upon receipt of your answer a hearing date will be set and you will be notified by mail. At said hearing, bring your witnesses, books, receipts or other writings bearing on your claim or defense. Failure to appear at the time of hearing may result in judgment being entered against you.

SERVED: January 12, 2009

ABBY #475
Deputy Marshal

Deputy Clerk

You may file an answer at one of these locations:
185 Central Avenue, S.W., Room TG700
North Annex: 7741 Roswell Road, Room 231
South Annex: 5600 Stonewall-Tell Road, Room 213

MAGISTRATE COURT OF FULTON COUNTY
STATE OF GEORGIA

Top to Bottom Renovations, LLC
and Glenn Favre,
Plaintiff,

CIVIL ACTION

v.

John Macklin and John Macklin Family Trust,
Defendant.

CASE NO. 08MS084709

PLEA OF STAY IN BANKRUPTCY

COMES NOW THE PLAINTIFF Glenn Favre, by counsel, and files this "Plea of Stay in Bankruptcy," and shows to the Court as follows:

1.

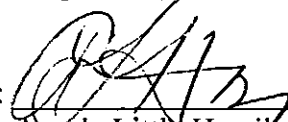
Plaintiff Glenn Favre filed a Chapter 7 Bankruptcy Petition in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, on December 9, 2008, same being Case No. A08-85264-MHM.

2.

The within Civil Action No. 08MS084709, is stayed pursuant to the provisions of 11 U.S.C. Section 362 pending further order of the United States Bankruptcy Court.

PLEASE NOTE: This notice is provided solely to inform this Court of the pending bankruptcy case and is not intended as an appearance in the instant action by the undersigned counsel.

Respectfully submitted,

By: 
Angela Little Hamilton, GBN 454087
Attorney for the Debtor(s)

A. L. Hamilton & Associates, LLC
543 E. Lanier Avenue
Fayetteville, GA 30214
(770) 716-0140

CERTIFICATE OF SERVICE

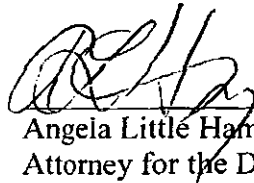
I certify that I have this date served the following parties with a copy of the within and foregoing Pleading by placing a true copy of same in the United States Mail with adequate postage affixed to insure delivery, addressed to:

S. Gregory Hays, Chapter 7 Trustee
Hays Financial Consulting, LLC
Suite 200
3343 Peachtree Road, NE
Atlanta, GA 30326-1420

John Macklin & John Macklin Family Trust
c/o Lefkoff, Duncan, Grimes, Miller & McSwain, P.C.
Suite 806, Eleven Piedmont Center
3495 Piedmont Road, N.E.
Atlanta, GA 30305

Glenn Favre
110 S. Columbia Drive
#11
Decatur, GA 30030

This 14th day of January, 2009.


Angela Little Hamilton, GBN 454087
Attorney for the Debtor(s)

A. L. Hamilton & Associates, LLC
543 E. Lanier Avenue
Fayetteville, GA 30214
(770) 716-0140

IN THE MAGISTRATE COURT OF FULTON COUNTY
STATE OF GEORGIA

GLENN FAVRE,

Plaintiff,

vs.

JOHN MACKLIN FAMILY TRUST

Defendant.

Civil Action File No.

08 MS 084709

SUGGESTION OF BANKRUPTCY OF PLAINTIFF

COMES NOW, Defendant JOHN MACKLIN FAMILY TRUST, and files this its Suggestion of Bankruptcy of Plaintiff Glenn Favre, and respectfully shows the Court that on December 9, 2008, Plaintiff Glenn Favre filed a petition for relief under Title 7 United States Code, in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, which has been assigned case number 08-85264-mhm (copy attached hereto and incorporated herein as "Exhibit A") (hereinafter referred to as the "Plaintiff's Bankruptcy Action").

It is the understanding of the undersigned that by operation of Title U.S.C. 11 U.S.C. §362(a), the continuation of all actions against Plaintiff Glenn Favre and his property (including the above-captioned action) is automatically stayed until further order of the U.S. Bankruptcy Court.

The judge assigned to the Plaintiff's Bankruptcy Action is the Honorable Margaret Murphy, and the Chapter 7 Trustee is S. Gregory Hays, Hays Financial Consulting, LLC, Suite 200, 3343 Peachtree Road, NE, Atlanta, GA 30326-1420, (404) 926-0060. Plaintiff Glenn Favre's bankruptcy attorney is Angela Little Hamilton, A.L. Hamilton & Associates, LLC, 543 E. Lanier Avenue, Fayetteville, Georgia 30214, each of whom have been served with copies.



MAGISTRATE COURT OF FULTON COUNTY

SMALL CLAIMS ROOM 76760
160 Pryor Street, S.W.
ATLANTA, GA 30303
404-734-5045

4046535045

NOTICE OF TRIAL:

Your case has been scheduled for hearing on
12-JAN-2009 AT 01:30:00 PM IN COURTROOM 2N

LOCATION:

MAGISTRATE COURT OF FULTON COUNTY
160 Pryor Street, S.W.
Atlanta, GA 30303

GLENN FAVRE
110 E. COLUMBIS DR # 11
DECATUR, GA 30030

FAVRE, GLENN VS JOHN MACKLIN FAMILY TRUST
08MS084709

The court encourages you to make an earnest effort to settle your dispute. Mediation services are available for you prior to and on the date of your scheduled hearing. Mediation is a confidential and informal dispute resolution process in which a neutral third person, a mediator, facilitates settlement discussions between the disputing parties. Unlike a judge in a trial, the mediator does not impose a decision upon the parties but rather allows parties to explore their concerns, identify areas that must be breached in order to reach resolution and creatively explore a variety of ways to resolve the dispute to their satisfaction. If on the date of the hearing you are referred to mediation and it does not result in full resolution, your case will be heard by the judge as scheduled.

NOTE: If all parties in this case are interested in scheduling a mediation session prior to the scheduled hearing date, contact you the Justice Center of Atlanta, Inc. at (404) 523-8236 as soon as possible so that mediation can be immediately arranged.

If you are able to settle the matter at the Justice Center, they will mail a duplicate original of your agreement to the Court where it will be filed. It will not be necessary for you to appear on the scheduled trial date. Copies of answers filed in this action are mailed with this notice to plaintiff(s) or plaintiff's attorney(s). If you are not able to settle this matter at the Justice Center, you are to appear in Court as scheduled, and your case will be heard by a Judge. I certify that I have sent a copy of this notice and any required answer(s) with adequate postage affixed thereto deposited in the U.S. mail.

23-DEC-2008

Schethia J. Farnsworth

Clerk, Magistrate Court of Fulton County

HP Officejet 6210

Personal Printer/Fax/Copier/Scanner

Glenn Favre

PLAINTIFF

EMC Search, LLC

404-373-1137

Oct 27 2009 9:57AM

versus

Civil Action #

08MS084709Ben Macklin Family

DEFENDANT

Date Time Type Identification

Oct 27 9:50AM Fax Sent 12026224555

Duration

6:56

Pages

17

Result

OK

CLERK/STATE COURT OF
FULTON COUNTY, GEORGIA

2009 SEP 25 PM 4:09

FILED IN OFFICE

The above-styled case came on regularly for trial before the Magistrate Court.

☐ PLAINTIFF☒ DEFENDANT

APPEARED PRO SE.

☒ PLAINTIFF☐ DEFENDANT

FAILED TO APPEAR.

☐ PLAINTIFF☐ DEFENDANT

APPEARED REPRESENTED BY COUNSEL.

The Court after considering the evidence presented and the applicable law finds as follows:

COMPLAINT:

For the Plaintiff and against the Defendant in the amount of \$ _____ principal,

\$ _____ interest, \$ _____ attorney fees, plus cost of this action.

For the Defendant and against the Plaintiff. Plaintiff failed to prove claim.

COUNTERCLAIM:

For the Plaintiff on Defendant's counterclaim.

For the Defendant on the counterclaim in the amount of

\$ _____ principal, \$ _____ interest and \$ _____ attorney fees.

Counterclaim voluntarily withdrawn.**DISMISSAL:**The Court ORDERS that this case be DISMISSED ☐ WITH PREJUDICE ☒ WITHOUT PREJUDICE Dwopby reason of: ☒ Plaintiff failed to appear. Defendant appeared at 1:30 AM/PM.☐ Neither party appeared by _____ AM/PM.☐ Settled before trial.☐ Other: _____So ORDERED, this 25 day of Sept, 2008☐ TRIAL JUDGMENT☐ DEFAULT JUDGMENTJUDGE [Signature]

IN THE MAGISTRATE COURT OF FULTON COUNTY
STATE OF GEORGIA

07 AUG -8 PM 1:55

DUPLICATE

J. Veronica Biggins and

Franklin N. Biggins

Plaintiffs

v.

Glenn Favre, individually and

Top to Bottom Renovations, LLC

Defendants

MADE HARPER
CLERK/STATE COURT OF
FULTON COUNTY, GEORGIA

07MS073882

COMPLAINT

COMES NOW the Plaintiffs and show the Court as follows:

1.

Defendant Top to Bottom Renovations, LLC is a duly registered Georgia corporation that is subject to the jurisdiction and venue of this Court, whose registered agent and address is Secretary of State, 400 Northridge Road, #590, Atlanta, Georgia 30350.

2.

Defendant Glenn Favre is subject to the jurisdiction and venue of this Court and can be served at 110 S. Columbia Drive, #11, Decatur, GA 30030.

3.

The parties entered a contract on or about 9 April, 2007 concerning repairs to certain real property owned by the Plaintiffs. A copy of said contract is attached hereto as exhibit "A".

4.

The contract, which was prepared by the Defendants, provides, in part, that the Defendants would preform certain wood work repair work commencing on 16 April, 2007 and concluding on or before 2 May, 2007, and that any additional work not visible was subject to a separate contract.

5.

In consideration the Plaintiffs provided \$3943.84 pursuant to article 4 of the contract which provided for "...33% of the Labor quote...along with the entire amount of the estimated

07ms073882

material quoted amount.”

6.

The Contract further identified and itemized said materials as glass for the stain glass, materials for the shower and the estimated cost of wood trim at a price of \$1812.00.

7.

Prior to the completion of any of the repair work, on or about 18 April, 2007 the contract was terminated because it was revealed that necessary work which was not visible exceeded the scope of the contract and would be subject to a new contract.

8.

At the termination of the contract the Defendants neither left the building materials outlined above or refunded the cost of said materials.

9.

On 1 May, 2007 the Defendants first sent the Plaintiffs an invoice for an additional balance of \$602.16 but after communications with the Plaintiffs reduce said claim to show a balance due the Plaintiffs in the amount of \$98.84. Neither invoice accounted for the building materials. A copy of said invoices attached hereto as exhibits “B” and “C”.

10.

The Defendants have engaged in fraudulent and unfair business practices with regard to its initial estimate for repairs and its representations of its ability to identify and perform necessary repair work on the Plaintiffs’ property.

WHEREFORE, the Plaintiffs seek damages in the amount proven at trial being not less than \$1812.00 and such other damages as this Court shall deem just and proper, not to exceed \$15,000.00.

This 31 day of July, 2007

J. Veronica Biggins, Pro Se

Franklin N. Biggins, Pro Se

00MS090163

TOP TO BOTTOM VS MARTIN RAY

TNOAP

11-JUN-2009

07:57:14

NOTICE OF APPEARANCE

TRSET

09-MAR-2009

11:07:38

CASE RESET TO- SEE NOTE

TNOTE

16-FEB-2009

10:07:44

NOTE

Docket Text

CONFLICT WITH JUDGE BIGGINS ASSIGN TRIAL OTHER THAN BIGGINS SITTING...JSTH

Case ID: 08VS149195

TOP TO BOTTOM RENOVATIONS VS MACKLIN, JOHN & ETAL

Seq Num	Assoc With	Party Type	Party ID	Security Level	Name	Address Type	Address Seq	End Date
1		JUD	JJ	1	DIANE E. BESSEN	BU	1	
2	3	PLTF	TTBRLLC	1	TOP TO BOTTOM RENC			
3	2	PATY	WCOLLINS	1	JR W ANTHONY COLLI	RE	1	
4	6	DFT	@2151343	1	JOHN MACKLINI	RE	1	
5	7	DFT	@2151344	1	JOHN H. MACKLIN FAM	RE	1	
6	4	DATY	GA312200	1	Mr. JOHN R. GRIMES	BU	1	
7	5	DATY	GA312200	1	Mr. JOHN R. GRIMES	BU	1	

Jail/Defendant Status

Jail Status: ☐ Date: Time: Booking No: Cell No:
Defendant Status: Bond/Warr Status: Status Date:

Case ID: 08MS084709

FAVRE, GLENN VS JOHN MACKLIN FAMILY TRUST

Filing Date	Time	Code	Docket Description	Filing Party	Text	Jmt	Image
04-JUN-2009	16:11:20	TNOAP	NOTICE OF APPEARANCE		CL	NO	<input type="checkbox"/>
27-MAR-2009	15:40:00	TLOA	LEAVE OF ABSENCE	Mr. JOHN R. GRIMES	4-6-10	NO	<input type="checkbox"/>
26-JAN-2009	13:37:04	TNOTE	NOTE		NOTIC	NO	<input type="checkbox"/>
20-JAN-2009	09:37:57	TNOBK	NOTICE OF BANKRUPTCY		MI	NO	<input type="checkbox"/>
12-JAN-2009	15:29:21	TNOBK	NOTICE OF BANKRUPTCY		MI	NO	<input type="checkbox"/>
12-JAN-2009	12:23:30	TRSET	CASE RESET TO- SEE NO		NEED	NO	<input type="checkbox"/>
12-JAN-2009	12:00:00	TNOAP	NOTICE OF APPEARANCE		CL	NO	<input type="checkbox"/>
12-JAN-2009	09:03:59	TNOBK	NOTICE OF BANKRUPTCY	GLENN FAVRE	CL	NO	<input type="checkbox"/>
23-DEC-2008	12:41:47	TNOH	NOTICE OF HEARING MAIL		Docke	NO	<input type="checkbox"/>
23-DEC-2008	12:16:35	TNOTE	NOTE		CASE	NO	<input type="checkbox"/>

Causing and Resulting Associated Dockets

Resultant Caused	Filing Date	Time	Code	Docket Description	Filing Party	Text	Jmt
<input type="radio"/>							
<input type="radio"/>							
<input type="radio"/>							
<input type="radio"/>							

2008EVO0511J

ID: WCOLLINS IRW ANTHONY COLLINS

Code	RE	Address	1827 POWERS FERRY RD 7-350	Inactive	
Seq	1			From Date	02-SEP-2008
Source				To Date	
		ATLANTA	GA	30339	
Code		Address		Inactive	
Seq				From Date	
Source				To Date	
Code		Address		Inactive	
Seq				From Date	
Source				To Date	

Docket Association Entry (CDADOCT) 4.4 (CJIS)

Case 09-19070-mhm Doc 5 Filed 10/30/09 Entered 11/02/09 14:53:14 Desc Main Document Page 20 of 48

Case ID: 07MS073862 BIGGINS, J VERONICA ETAL VS TOP JO BOTTOM

Docket	Filing Date	Time	Party	Disposition Amount	Non-Mon	Seal	Image
<input type="checkbox"/> TRSET	12-JAN-2009	14:44:21			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CASE RESET TO: SEE NOTE							
<input type="checkbox"/> TPS	12-JAN-2009	13:25:34			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL SERVICE BY MARSHAL							
<input type="checkbox"/> TNS	08-OCT-2008	15:59:10			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NON EST SERVICE							

☒ Text ☐ Docket ☐ Person ☐ Event ☐ Judgment For ☐ Judgment Against ☐ Sentence

Docket Text

CASE RESET 60 DAYS; CONSENT AGREEMENT, PLEASE FILE.../STH

Mam received.

Docket Association Entry (CDADOCT) 4.4 (CJIS)

Case 09-09070-mhm Doc 5 Filed 10/30/09 Entered 11/02/09 14:53:14 Desc Main Document Page 21 of 48

Case ID: 07MED73862 BIGGINS, J VERONICA ETAL VS TOP JO BOTTOM

Docket	Filing Date	Time	Party	Disposition Amount	Non-Mon	Seal	Image
<input checked="" type="checkbox"/> TNOTE	08-APR-2009	13:45:50			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NOTE							
<input type="checkbox"/> TNOTE	26-MAR-2009	12:02:56			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NOTE							
<input type="checkbox"/> TRSET	12-JAN-2009	14:44:21			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CASE RESET TO- SEE NOTE							

☒ Text ☐ Docket ☐ Person ☐ Event ☒ Judgment For ☐ Judgment Against ☐ Sentence

Docket Text

CASE SCHEDULED FOR 04/27/09 @ 1:30PM COURTROOM 2-N.../STH

Case ID: 07MS073882

BIGGINS, J. VERONICA ETAL VS TOP JO BOTTOM

Filing Date	Time	Code	Docket Description	Filing Party	Text	Unit	Image
29-MAY-2009	14:20:10	TJUPL	Claim Judgement for Plaint	J. VERONICA BIGGINS	PRINCI	NO	<input type="checkbox"/>
08-APR-2009	13:45:50	TNOTE	NOTE		CASE	NO	<input type="checkbox"/>
26-MAR-2009	12:02:58	TNOTE	NOTE		CASE	NO	<input type="checkbox"/>
12-JAN-2009	14:44:21	TRSET	CASE RESET TO- SEE NO		CASE	NO	<input type="checkbox"/>
12-JAN-2009	13:25:34	TPS	PERSONAL SERVICE BY N		#475#	NO	<input type="checkbox"/>
08-OCT-2008	15:59:10	TNS	NON EST SERVICE		MOVE	NO	<input type="checkbox"/>
30-SEP-2008	16:06:29	TNOTE	NOTE		RESE	NO	<input type="checkbox"/>
30-AUG-2007	11:18:45	TNS	NON EST SERVICE	TOP TO BOTTOM RENOV	NO	NO	<input type="checkbox"/>
05-AUG-2007	09:49:15	TMS11	1DFTM SVC-74.50			NO	<input type="checkbox"/>
							<input type="checkbox"/>

Causing and Resulting Associated Dockets

Resultant Caused	Filing Date	Time	Code	Docket Description	Filing Party	Text	Unit
<input type="checkbox"/>							
<input type="checkbox"/>							
<input type="checkbox"/>							
<input type="checkbox"/>							

MAGISTRATE COURT OF FULTON COUNTY
STATE OF GEORGIA

Biggins
~~Top to Bottom Renovations, LLC,~~
~~Glenn Favre~~
~~Plaintiff,~~

v.

~~John Macklin Family Trust~~
~~Defendant~~

Glenn Favre

§
§
§
§
§
§
§
§

CIVIL ACTION

CASE NO. ~~08MS084709~~

07MS073882

PLEA OF STAY IN BANKRUPTCY

COMES NOW THE PLAINTIFF, by counsel, and files this "Plea of Stay in Bankruptcy," and shows to the Court as follows:

1.

Plaintiff, Glenn Favre, has filed a Chapter 7 Bankruptcy Petition in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, on December 9, 2008, same being Case No. A08-85264-MHM.

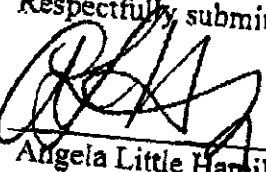
2.

The within Civil Action Case No. 08MS084709 is stayed pursuant to the provisions of 11 U.S.C. Section 362 pending further order of the United States Bankruptcy Court.

PLEASE NOTE: This notice is provided solely to inform this Court of the pending bankruptcy case and is not intended as an appearance in the instant action by the undersigned counsel.

Respectfully submitted.

By:


Angela Little Hamilton, GBN 454087
Attorney for the Debtor(s)

A. L. Hamilton & Associates, LLC
543 E. Lanier Avenue
Fayetteville, GA 30214
(770) 716-0140

3355 Lenox Road
Suite 750
Atlanta, Georgia 30326
office: 404-250-3226
fax: 404-581-5840
jeff@themuellerlawfirm.com

June 12, 2009

Clerk of Magistrate Court
Fulton County
185 Central Avenue, S.W.
Atlanta, Georgia 30303

Re: Top to Bottom Renovations, LLC v. Ray Martin
Magistrate Court of Fulton County
Civil Action File No.: 08M090163


Dear Sir/Madame:

My client would like this case placed on the next available trial calendar. Judge Biggins has recused himself from hearing the case because of a conflict. It will need to be placed on another judge's calendar.

Thank you for your assistance in this matter.

With best regards,

THE MUELLER LAW FIRM, LLC


Jeff Mueller

THE MUELLER LAW FIRM, LLC

**ATTORNEY AT LAW
3355 LENOX RD., SUITE 750
ATLANTA, GEORGIA 30326
(404) 250-3226**

AGREEMENT FOR LEGAL REPRESENTATION

I.

TOP TO BOTTOM RENOVATIONS, LLC, THE UNDERSIGNED CLIENTS ("CLIENT"), DOES HEREBY EMPLOY AND RETAIN THE MUELLER LAW FIRM, LLC ("ATTORNEY") TO REPRESENT IT IN PROSECUTION OF CIVIL CLAIMS AGAINST ERIC MILLER, JOHN MACKLIN FAMILY TRUST, RAY MARTIN AND KEN KRELL. CLIENT ALSO EMPLOYS ATTORNEY TO DEFEND ANY COUNTERCLAIMS ASSERTED BY THE AFOREMENTIONED DEFENDANTS. ADDITIONALLY, CLIENT EMPLOYS THE ATTORNEY TO DEFEND THE LAWSUITS FILED BY FRANKLIN BIGGINS AND LABOR FINDERS.

II.

IN EXCHANGE FOR SUCH LEGAL REPRESENTATION AND SERVICES WE AGREE TO PAY OUR ATTORNEY ACCORDING TO THE FOLLOWING FEE SCHEDULE:

- 1) ONE HUNDRED FIFTY DOLLARS (\$150) PER HOUR TO BE BILLED IN INCREMENTS OF 6 MINUTES; AND
- 2) WE AGREE TO PAY A RETAINER IN THE AMOUNT OF TWENTY FIVE HUNDRED DOLLARS (\$2,500) UPFRONT. SAID RETAINER WILL BE BILLED AGAINST. IN THE EVENT SAID RETAINER IS EXHAUSTED, WE AGREE TO PAY ANY ADDITIONAL RETAINER NECESSARY FOR OUR DEFENSE.

III.

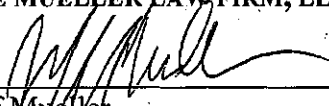
WE FURTHER AGREE TO REIMBURSE OUR ATTORNEY FOR ANY AND ALL NECESSARY EXPENSES, AT HIS INDEPENDENT DISCRETION AND DETERMINATION AS MAY BE INCURRED IN CONNECTION WITH HIS REPRESENTATION OF US (COURT COSTS, MEDICAL RECORD REQUESTS, DEPOSITIONS, COURT REPORTER, MILEAGE, PHOTOCOPY, LONG DISTANCE TELEPHONE, FACSIMILE, ETC.)

IV.

WE AGREE THAT THIS REPRESENTATION MAY BE TERMINATED AT ANY TIME BY EITHER PARTY, BUT THAT IN THE EVENT THAT THE CLIENTS TERMINATE THE AGREEMENT, THE ATTORNEY SHALL HAVE A RIGHT TO RECOVER HIS EXPENSES INCURRED TO DATE IN THE HANDLING OF OUR CASE. WE FURTHER STATE THAT TOP TO BOTTOM RENOVATIONS, LLC IS NOT PRESENTLY REPRESENTED BY ANY OTHER ATTORNEY OR LAW FIRM IN CONNECTION WITH THE SUBJECT MATTER OF THIS REPRESENTATION.

This 14th day of February, 2009.

THE MUELLER LAW FIRM, LLC

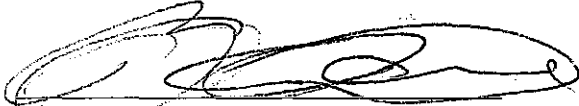


Jeff Mueller



Page 2

AGREEMENT FOR LEGAL REPRESENTATION

A handwritten signature in black ink, appearing to read 'Glenn Favre', is written over a horizontal line.

Glenn Favre

For: Top To Bottom Renovations, LLC

Top to Bottom Renovations, LLC.

110 S. Columbia Dr. #11

Decatur, GA. 30030

404-822-3031

toptobottomren@bellsouth.net

07MS073882



Contractor Agreement

This Agreement made this 30th day of March, 2007, by and between Top to Bottom Renovations, LLC, hereinafter called the Contractor and Veronica Biggins, hereinafter called the Homeowner.

Witnesseth, that the Contractor and the Homeowner for the considerations named agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform all of the work shown on the quote described in the Specifications, as annexed here to as it pertains to work to be performed at: 138 Peachtree Circle Atlanta, Georgia 30309

Structural damage not visible on the surface prior to the removal of siding, trim or other will be charged at an additional price, put in writing and amended to this contract, signed by the Home owner and the Contractor prior to the work being started.

Article 2. Time of Completion

The work to be performed under this contract shall be commenced on or before 16 April 2007 and shall be substantially completed on or before 2 May 2007 Time is of the essence.

Article 3. The Contract Price

The homeowner shall pay the contractor for the material plus 20% and labor to be performed under the Contract the sum of SEVEN THOUSAND NINE HUNDRED FIFTY THREE AND 84/100 (\$7953.84), subject o to additions and deductions to the authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner as follows:

33% of the Labor quoted amount will be due on day of signing to, along with the entire amount of the estimated material quoted amount. (\$3943.84) and additional 33% will be due after the stain glass window is completed and the final 33% of the labor will be due upon completion of the work.

of labor

67-15013882

Top to Bottom Renovations, LLC.**110 S. Columbia Dr. #11****Decatur, GA. 30030****404-822-3031****toptobottomren@bellsouth.net****Article 5. General Provisions**

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Contractor and Homeowner, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of seven days from the due date of the payment shall be deemed a material breach of this contract. In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The Homeowner shall furnish a plan and scale drawing showing the shape, size, dimensions, and construction and equipment specifications for home improvements and/or a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this contract.
5. Contractor shall furnish Homeowner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment is due.
6. All change orders shall be in writing and signed by both Contractor and Homeowner and shall be incorporated in and become part of the contract.
7. Homeowner shall at his own expense, obtain all permits necessary for the work to be performed.
8. In the event Homeowner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
9. All disputes herunder shall be resolved by binding arbitrations in accordance with the rules of the American Arbitration Association.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including: Strikes, casualty, general unavailability or materials or natural causes.
11. Contractor warrants all labor for a period of 12 months following completion.
12. Contractor does not warrant material.
13. Contractor is responsible for removal of all construction debris.

07 MS073882

Top to Bottom Renovations, LLC.

110 S. Columbia Dr. #11

Decatur, GA. 30030

404-822-3031

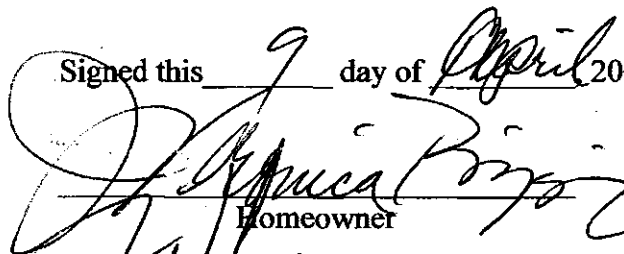
toptobottomren@bellsouth.net


14. Any unforeseen change(s) needed to safely accomplish above scope of work that is not included in original contract and/or stipulations will be the responsibility of the homeowner.

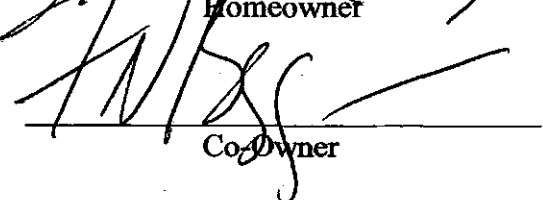
Article 6. Insurance

The Contractor represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work or for such longer term as may be required by this agreement an insurance policy with a company or companies lawfully authorized to do business in the State of Georgia. Such insurance as will protect Top to Bottom Renovations, LLC., the owner of the site from claims for loss or injury which might arise out of or result from the Contractor's operations under this project, whether such operations be by the Contractor or by its subcontractors. All Subcontractors will carry individual policies to protect themselves as well as the Homeowner and Top to Bottom Renovations, LLC. Insurance is held through Higginbotham & Associates Insurance Agency. Contact address is 155 Eagles Walk, Ste. B/P.O. Box 2458 Stockbridge, GA 30281 770-389-8864
Said Comprehensive General Liability policy is in the amount of \$1,000,000 per occurrence.

Signed this 9 day of April 2007.


Homeowner


Top to Bottom Renovations, LLC.


Co-Owner

0711801382



Top to Bottom Renovations, LLC.
110 S. Columbia Dr #11
Decatur, GA 30030
404-822-3031
glennfavre@gmail.com

138

INVOICE

Customer

Name Veronica Biggins
Address 138 Peachtree Circle
City Atlanta State GA ZIP 30309
Phone 4045774048

Misc

Date 5/1/2007
Order No.
Rep
FOB

Hours/unit	Description	Unit Price	TOTAL
1	Cancellation Fee of Contract for repair work 5% of contract amount	\$ 371.00	\$ 371.00
40	Inspection for rotten wood on entire house, removal of rotten trim on side of house, three areas of the soffets and rear second story porch corner	\$ 60.00	\$ 2,400.00
10	Set up and break Drown of scaffolding	\$ 60.00	\$ 600.00
1	Scaffolding rental charge and delivery Fee	\$ 500.00	\$ 500.00
3	Time spent getting materials and quotes from Randall Brothers and Stock Building Supply for Bahamas Shutters and obtaining material sample for Mrs. Biggins	\$ 60.00	\$ 180.00
1	Clean up and removal of construction debris	\$ 150.00	\$ 150.00
3	Assessment of structural damage by Don Ross of Gate House, INC	\$ 75.00	\$ 225.00
2	time spent drafting change order for repairs and recommendation for proper repairs to be made.	\$ 60.00	\$ 120.00
		Subtotal	\$ 4,546.00
		Down Payment	\$ (3,943.84)
		TOTAL	\$ 602.16

Payment

Select One...

Comments

Name

CC #

Expires

Tax Rate"

Office Use Only

Payment is due upon receipt of this invoice

07MS013882



Top to Bottom Renovations, LLC.
110 S. Columbia Dr #11
Decatur, GA 30030
404-822-3031
glennfavre@gmail.com

138

INVOICE

Customer

Name Veronica Biggins
Address 138 Peachtree Circle
City Atlanta State GA ZIP 30309
Phone 4045774048

Misc

Date 5/1/2007
Order No.
Rep
FOB

Hours/unit	Description	Unit Price	TOTAL
1			
40	Inspection for rotten wood on entire house, removal of rotten trim on side of house, three areas of the soffets and rear second story porch corner	\$ 60.00	\$ 2,400.00
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1	Scaffolding rental charge and delivery Fee	\$ 500.00	\$ 500.00
3	Assessment of structural damage by Don Ross of Gate House, INC	\$ 75.00	\$ 225.00
2	time spent drafting change order for repairs and recommendation for proper repairs to be made.	\$ 60.00	\$ 120.00

Subtotal \$ 3,845.00
Down Payment \$ (3,943.84)

Payment

Select One...

Comments

Name

CC #

Expires

Tax Rate"

TOTAL \$ (98.84)

Office Use Only

Payment is due upon receipt of this invoice

Document Page 32 of 48
Top to Bottom Renovations, LLC.
110 S. Columbia Dr. #11
Decatur, GA. 30030
404-822-3031
toptobottomren@bellsouth.net



Contractor Agreement

This Agreement made this 30th day of March, 2007, by and between Top to Bottom Renovations, LLC, hereinafter called the Contractor and Veronica Biggins, hereinafter called the Homeowner.

Witnesseth, that the Contractor and the Homeowner for the considerations named agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform all of the work shown on the quote described in the Specifications, as annexed here to as it pertains to work to be performed at: 138 Peachtree Circle Atlanta, Georgia 30309

Structural damage not visible on the surface prior to the removal of siding, trim or other will be charged at an additional price, put in writing and amended to this contract, signed by the Home owner and the Contractor prior to the work being started.

Article 2. Time of Completion

The work to be performed under this contract shall be commenced on or before APRIL 16TH 2007 and shall be substantially completed on or before MAY 2ND, 2007. Time is of the essence.

Article 3. The Contract Price

The homeowner shall pay the contractor for the material plus 20% and labor to be performed under the Contract the sum of SEVEN THOUSAND NINE HUNDRED FIFTY THREE AND 84/100 (\$7953.84), subject o to additions and deductions to the authorized change orders.

Article 4. Progress Payments

Payments of the Contract Price shall be paid in the manner as follows:

33% of the Labor quoted amount will be due on day of signing to, along with the entire amount of the estimated material quoted amount. (\$3943.84) and additional 33% will be due after the stain glass window is completed and the final 33% of the labor will be due upon completion of the work.

A handwritten signature in black ink, appearing to be a stylized 'V' or similar mark.

Document Page 33 of 48
Top to Bottom Renovations, LLC.

110 S. Columbia Dr. #11

Decatur, GA. 30030

404-822-3031

toptobottomren@bellsouth.net

Article 5. General Provisions

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon written order for same, signed by Contractor and Homeowner, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of seven days from the due date of the payment shall be deemed a material breach of this contract. In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. The Homeowner shall furnish a plan and scale drawing showing the shape, size, dimensions, and construction and equipment specifications for home improvements and/or a description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractors and in all instances remain responsible for the proper completion of this contract.
5. Contractor shall furnish Homeowner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment is due.
6. All change orders shall be in writing and signed by both Contractor and Homeowner and shall be incorporated in and become part of the contract.
7. Homeowner shall at his own expense, obtain all permits necessary for the work to be performed.
8. In the event Homeowner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
9. All disputes herunder shall be resolved by binding arbitrations in accordance with the rules of the American Arbitration Association.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including: Strikes, casualty, general unavailability or materials or natural causes.
11. Contractor warrants all labor for a period of 12 months following completion.
12. Contractor does not warrant material.
13. Contractor is responsible for removal of all construction debris.



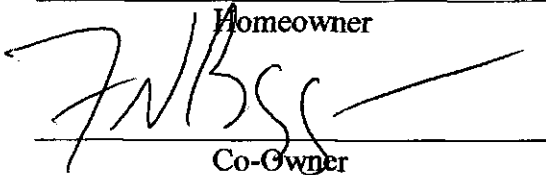
Document Page 34 of 48
Top to Bottom Renovations, LLC.
110 S. Columbia Dr. #11
Decatur, GA. 30030
404-822-3031
toptobottomren@bellsouth.net

14. Any unforeseen change(s) needed to safely accomplish above scope of work that is not included in original contract and/or stipulations will be the responsibility of the homeowner.

Article 6. Insurance

The Contractor represents that it has purchased and agrees that it will keep in force for the duration of the performance of the work or for such longer term as may be required by this agreement an insurance policy with a company or companies lawfully authorized to do business in the State of Georgia. Such insurance as will protect Top to Bottom Renovations, LLC., the owner of the site from claims for loss or injury which might arise out of or result from the Contractor's operations under this project, whether such operations be by the Contractor or by its subcontractors. All Subcontractors will carry individual policies to protect themselves as well as the Homeowner and Top to Bottom Renovations, LLC. Insurance is held through Higginbotham & Associates Insurance Agency. Contact address is 155 Eagles Walk, Ste. B/P.O. Box 2458 Stockbridge, GA 30281 770-389-8864
Said Comprehensive General Liability policy is in the amount of \$1,000,000 per occurrence.

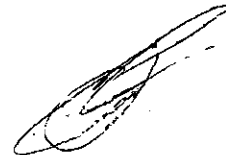
Signed this 9th day of APRIL, 2007.

Homeowner


Co-Owner



Top to Bottom Renovations, LLC.



Top to Bottom Renovation, LLC.

For all of your honey do list

110 S. Columbia Dr #11
Decatur, Georgia, 30030
Phone (404) 822-3031
glennfavre@bellsouth.net
Veronica Biggins

DATE 4/9/2007
Quotation # 138

Quotation valid until: 4/29/2007
Prepared by: GRF

138 Peachtree Cir
Atlanta, GA 30309
4045774048

Comments or Special Instructions: Upon acceptance of the quote a contract outlining work and specific details pertaining to job will be issued and signed.

This is only a quote and the specifics of the design, style, and finishes will affect the final price.

SALESPERSON	TERMS
Glenn Favre	One third of estimated labor cost and all of the estimated materials will be due upon acceptance of this quote which will ensure the work to be scheduled.

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
11	Remove and install Bahamma Shutters	300.00		3,300.00
1	Replace rotten trim wood on exterior of house	3,200.00		3,200.00
7	40x80 Bahanama Shutters Acrylic Polymer shutters	734.77	t	5,143.39
4	20x80 Bahama Shutters Acrylic Polymer shutters	385.84	t	1,543.36
1	remove and install trim, and glass to protect stain glass window in shower	1,250.00		1,250.00
1	Glass for stain glass	312.00	t	312.00
1	Remove tile and replace rotten wood in shower wall and replace tile	1,565.00		1,565.00
11	Hardware for shutters	86.00	t	946.00
1	estimated wood for trim	1,100.00	t	1,100.00

SUBTOTAL	\$ 18,359.75
TAX RATE	7.00%
SALES TAX	633.13
OTHER	-
TOTAL	\$ 18,992.88

If you have any questions concerning this quotation contact Glenn Favre at 404-822-3031 or toptobottomren@bellsouth.net.

THANK YOU FOR YOUR BUSINESS!

Top to Bottom Renovation, LLC.

For all of your honey do list

110 S. Columbia Dr #11
Decatur, Georgia, 30030
Phone (404) 822-3031
glennfavre@bellsouth.net
Veronica Biggins

DATE 3/26/2007
Quotation # 138

Quotation valid until: 4/15/2007
Prepared by: GRF

138 Peachtree Cir
Atlanta, GA 30309
4045774048

Comments or Special Instructions: Upon acceptance of the quote a contract outlining work and specific details pertaining to job will be issued and signed.

This is only a quote and the specifics of the design, style, and finishes will affect the final price.

SALESPERSON	TERMS
Glenn Favre	Half the estimated labor cost and all of the estimated materials will be due upon acceptance of this quote which will ensure the work to be scheduled.

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	Paint exterior of house	15,500.00		15,500.00
1	Replace rotten trim wood on exterior of house	3,200.00		3,200.00
1	Repair ceiling in Kitchen	850.00		850.00
1	Repair wall crack in butlers pantry	425.00		425.00
1	remove and install trim, and glass to protect stain glass window in shower	1,250.00		1,250.00
1	Remove and install new french door on rear deck	750.00		750.00
1	Rear french door	700.00	t	700.00
1	Replace Front door	1,275.00		1,275.00
1	Mohagany front Door double swing	4,500.00	t	4,500.00
1	removal of existing structure and build carport.	20,000.00		20,000.00
SUBTOTAL				\$ 48,450.00
TAX RATE				7.00%
SALES TAX				364.00
OTHER				-
TOTAL				\$ 48,814.00



Top to Bottom Renovations, LLC.
110 S. Columbia Dr #11
Decatur, GA 30030
404-822-3031
glennfavre@gmail.com

138

INVOICE

Customer

Name Veronica Biggins
Address 138 Peachtree Circle
City Atlanta State GA ZIP 30309
Phone 4045774048

Misc

Date 5/1/2007
Order No. _____
Rep _____
FOB _____

Hours/unit	Description	Unit Price	TOTAL
1			
40	Inspection for rotten wood on entire house, removal of rotten trim on side of house, three areas of the soffets and rear second story porch corner	\$ 60.00	\$ 2,400.00
10	Set up and break Down of scaffolding	\$ 60.00	\$ 600.00
1	Scaffolding rental charge and delivery Fee	\$ 500.00	\$ 500.00
3	Assessment of structural damage by Don Ross of Gate House, INC	\$ 75.00	\$ 225.00
2	time spent drafting change order for repairs and recommendation for proper repairs to be made.	\$ 60.00	\$ 120.00
<i>→ Move this Fee to Land Condition</i>			
Subtotal			\$ 3,845.00
Down Payment			\$ (3,943.84)
TOTAL			\$ (98.84)

Payment

Select One...

Comments _____
Name _____
CC # _____
Expires _____

Tax Rate" _____

Office Use Only

She was issued a \$100 refund

which is the final Invoice

Payment is due upon receipt of this invoice



Top to Bottom Renovations, LLC.
110 S. Columbia Dr #11
Decatur, GA 30030
404-822-3031
glennfavre@gmail.com

138

INVOICE

Customer

Name Veronica Biggins
Address 138 Peachtree Circle
City Atlanta State GA ZIP 30309
Phone 4045774048

Misc

Date 5/1/2007
Order No. _____
Rep _____
FOB _____

Hours/unit	Description	Unit Price	TOTAL
1	Cancellation Fee of Contract for repair work 5% of contract amount	\$ 371.00	\$ 371.00
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10	Set up and break Drown of scaffolding	\$ 60.00	\$ 600.00
1	Scaffolding rental charge and delivery Fee	\$ 500.00	\$ 500.00
3	Time spent getting materials and quotes from Randall Brothers and Stock Building Supply for Bahamas Shutters and obtaining material sample for Mrs. Biggins	\$ 60.00	\$ 180.00
1	Clean up and removal of construction debris	\$ 150.00	\$ 150.00
3	Assessment of structural damage by Don Ross of Gate House, INC	\$ 75.00	\$ 225.00
2	time spent drafting change order for repairs and recommendation for proper repairs to be made.	\$ 60.00	\$ 120.00

Waived

Subtotal \$ 4,546.00

Down Payment \$ (3,943.84)

Tax Rate"

TOTAL \$ 602.16

Payment

Select One...

Comments

Name

CC #

Expires

Office Use Only

Payment is due upon receipt of this invoice

Top to Bottom Renovation, LLC.

For all of your honey do list

110 S. Columbia Dr #11
Decatur, Georgia, 30030
Phone (404) 822-3031
toptobottomren@bellsouth.net
Veronica Biggins

DATE 4/11/2007
Quotation # 138

Quotation valid until: 5/1/2007
Prepared by: GRF

138 Peachtree Cir
Atlanta, GA 30309
4045774048

Comments or Special Instructions: Upon acceptance of the quote a contract outlining work and specific details pertaining to job will be issued and signed.

This is only a quote and the specifics of the design, style, and finishes will affect the final price.

SALESPERSON	TERMS
Glenn Favre	One third of estimated labor cost and all of the estimated materials will be due upon acceptance of this quote which will ensure the work to be scheduled.

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	Replace rotten trim wood on exterior of house	3,200.00		3,200.00
1	remove and install trim, and glass to protect stain glass window in shower	1,250.00		1,250.00
1	Glass for stain glass	312.00	t	312.00
1	Remove tile and replace rotten wood in shower wall and replace tile	1,565.00		1,565.00
1	Materials for shower estimated	400.00	t	400.00
1	estimated wood for trim	1,100.00	t	1,100.00
SUBTOTAL				\$ 7,827.00
TAX RATE				7.00%
SALES TAX				126.84
OTHER				-
TOTAL				\$ 7,953.84

If you have any questions concerning this quotation contact Glenn Favre at 404-822-3031 or toptobottomren@bellsouth.net.

THANK YOU FOR YOUR BUSINESS!

Judicial Council of the 11th Circuit

COMPLAINT OF JUDICIAL MISCONDUCT OR DISABILITY

To begin the complaint process, complete this form and prepare the brief statement of facts described in item 5 (below). The RULES FOR JUDICIAL-CONDUCT AND JUDICIAL-DISABILITY PROCEEDINGS, adopted by the Judicial Conference of the United States, contain information on what to include in a complaint (Rule 6), where to file a complaint (Rule 7), and other important matters. The rules are available in federal court clerks' offices, on individual federal courts' Web sites, and on www.uscourts.gov.

Your complaint (this form and the statement of facts) should be typewritten and must be legible. For the number of copies to file, consult the local rules or clerk's office of the court in which your complaint is required to be filed. Enclose each copy of the complaint in an envelope marked "COMPLAINT OF MISCONDUCT" or "COMPLAINT OF DISABILITY" and submit it to the appropriate clerk of court. **Do not put the name of any judge on the envelope.**

1. Name of Complainant: Glenn R Favre/Top to Bottom Renovations, LLC
Contact Address: 110 South Columbia Drive #11
Decatur, Georgia 30030
Daytime telephone: 404) 3731137

2. Name(s) of Judge(s): Franklin Biggins
Court: Magistrates Court of Fulton County

3. Does this complaint concern the behavior of the judge(s) in a particular lawsuit or lawsuits?
☒ Yes ☐ No

If "yes," give the following information about each lawsuit:

Court: Magistrates Court of Fulton County

Case Number: 08vs149495J - 07ms073882-

Docket number of any appeal to the ____ Circuit: _____

Are (were) you a party or lawyer in the lawsuit?

☒ Party ☐ Lawyer ☐ Neither

If you are (were) a party and have (had) a lawyer, give the lawyer's name, address, and telephone number:

Jeff Mueller

3355 Lenox Rd. Suite 600

Atlanta, Georgia 30326

4. Have you filed any lawsuits against the judge?

☒ Yes ☐ No

If "yes," give the following information about each such lawsuit:

Court: US BANKRUPTCY COURT OF NORTHERN GOERGIA

Case Number: 08-CA-85264-MHM

Present status of lawsuit: _____

Name, address, and telephone number of your lawyer for the lawsuit against the judge:

GLENN R FAVRE PRO SE

110 South Columbia Drive #11

Decatur Georgia 30030 404=373-1137

Court to which any appeal has been taken in the lawsuit against the judge:

US BANKRUPTCY COURT NOTHERN DISTRICT OF GEORGIA

Docket number of the appeal: _____

Present status of the appeal: _____

5. **Brief Statement of Facts.** Attach a brief statement of the specific facts on which the claim of judicial misconduct or disability is based. Include what happened, when and where it happened, and any information that would help an investigator check the facts. If the complaint alleges judicial disability, also include any additional facts that form the basis of that allegation. Judge Biggins was presiding over the above case, had his bailiff serve me with a subpoena for a law suite from him prior to hearing the case. He recused himself so I was not able to have the case heard, only to have Judge Biggins preside over another Small Claims case knowing that their would and is a conflict of interest
6. **Declaration and signature:** Neither of these cases have been rescheduled and it has been over a year since the filing.

Do to Judge Biggins actions, I have had to subsequently file personnel BK7, since the cases being heard were for my company and I have personally guaranteed the debt.

I declare under penalty of perjury that the statements made in this complaint are true and correct to the best of my knowledge.

(Signature)


Glenn R Favre

(Date) 10/27/2009

United States Court of Appeals
Eleventh Circuit
56 Forsyth Street, N.W.
Atlanta, Georgia 30303

Thomas K. Kahn
Clerk

www.call.uscourts.gov

October 26, 2009

Glenn Favre
110 S. Columbia Drive, #11
Decatur, GA 30030

Dear Mr. Favre:

Papers relating to a complaint regarding Judge Franklin Biggins of the Magistrates Court of Fulton County (GA) have been received by this office. I regret to inform you that this court has no authority under the law regarding state judicial officers or state courts. As a consequence, I am required to return this correspondence to you unfiled.

Sincerely,

THOMAS K. KAHN, Clerk

By: 

Andrew Gyarfas
Deputy Clerk

Encl.

Docket Association Entry (CDADOCT) 4 4 (CJ18)

07MS073862 BIGGINS, J VERONICA ETAL VS TOP JO BOTTOM

Doc Type	Filing Date	Time	Doc Number	Doc Description	Doc Status
TJUL	29-MAY-2009	14:20:10	PLTF	Claim Judgement for Plaintiff	J VERONICA BIGGINS
TNOTE	08-APR-2009	13:45:50		NOTE	
TNOTE	26-MAR-2009	12:02:56		NOTE	

Docket Text

PRINCIPAL \$ 1,812.00
INTEREST \$
ATTORNEY FEES \$
COSTS \$ 74.50

Docket Association Entry (CDA/DOCT) 4.4 (CJIS)

07MS073862 BIGGINS, J VERONICA ETAL VS TOP JO BOTTOM

TJLPL	29-MAY-2009	14:20:10	PLTF	
Claim Judgement for Plaintiff			J VERONICA BIGGINS	
TNOTE	08-APR-2009	13:45:50		
NOTE				
TNOTE	26-MAR-2009	12:02:56		
NOTE				

Docket Text

PRINCIPAL	\$ 1,812.00
INTEREST	\$
ATTORNEY FEES	\$
COSTS	\$ 74.50

Docket Association Entry (CDADDOCT) 4.4 (CJIS)

07MS073862 BIGGINS, J VERONICA ETAL VS TOP JO BOTTOM

TJLPL	29-MAY-2009	14:20:10	PLTF	
Claim Judgement for Plaintiff			J VERONICA BIGGINS	
TNOTE	08-APR-2009	13:45:50		
NOTE				
TNOTE	26-MAR-2009	12:02:56		
NOTE				

Docket Text

PRINCIPAL	\$ 1,812.00
INTEREST	\$
ATTORNEY FEES	\$
COSTS	\$74.50

Docket Association Entry (CDADDOCT) 4.4 (CJIS)				
07MS073862		BIGGINS, J VERONICA ETAL VS TOP JO BOTTOM		
TJUL	29-MAY-2009	14:20:10	PLTF	
Claim Judgement for Plaintiff			J VERONICA BIGGINS	
TNOTE	08-APR-2009	13:45:50		
NOTE				
TNOTE	26-MAR-2009	12:02:56		
NOTE				
Docket Text				
PRINCIPAL \$ 1,812.00				
INTEREST \$				
ATTORNEY FEES \$				
COSTS \$ 74.50				

HOPPE, COLLINS & OJEDA

LLC
ATTORNEYS AT LAW

Via Certified Mail

RE: ***Charge Back Request from Krell***

To whom it may concern:

This law firm represents Glenn Favre and Top to Bottom Renovations. We are writing regarding the charge back requests and issues raised by Mr. Krell. Specifically, we are writing to inform you that these charges relate to an on-going legal dispute filed by our clients in the State of Georgia, Civil Action No 08-EV-005111J. One of the issues in this litigation is the current "charge back claim" by Mr. Krell. As this matter is properly before the court, we ask that you allow the legal process conclude and the State of Georgia to render a decision before taking any action on Mr. Krell's requests.

Furthermore, my clients vehemently disagree with Mr. Krell's version of events in his letter. Not only were all of the services at issue performed, but all were authorized by Mr. Krell. Additionally, Mr. Krell has failed to pay significant sums that are still owed, which gave rise to the abovementioned suit. *We have attached some documentation supporting this for your convenience.*

Mr. Krell understands that he is he is likely to lose the ongoing litigation and his unsupported counterclaims. Therefore, Mr. Krell has used various extra-judicial means from bogus restraining orders to letters claiming illegal charge backs to attempt to further damage my clients.

We ask that you withhold any decision or action on this matter pending the resolution of the lawsuit. It is neither fair, nor efficient, to force my clients to effectively litigate this matter both with you and with the State of Georgia. Both sides will have a full and fair opportunity to present their cases before the judge and jury and that decision should be respected. At the conclusion of this litigation, you will have all the information necessary to be able to make a fully informed and fair decision. However, if you elect to allow this charge back before the end of the litigation, despite my clients' completion of the authorized work at issue, please note that you are creating potential liability on your part for tortious interference with contract.

Under Georgia law, a party may recover damages for tortious interference when a Defendant, "defendant: (1) acted improperly and without privilege, (2) acted purposely and with malice with the intent to injure, (3) induced a third party or parties not to enter into or continue a

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business relationship with the plaintiff, and (4) caused plaintiff financial injury." *See Renden Inc. v. Liberty Real Estate Ltd. Partnership III*, 213 Ga. App. 333, 334 (1994). Should you take actions to allow this charge back and the court finds in favor of my clients, as we fully expect, your conduct will give rise to a tortious interference claim. Not only would my clients then be allowed to recover the amount of the charge back plus interest from you, but such actions also give rise to punitive damages pursuant to O.C.G.A. § 51-12-5.1 and attorney's fees pursuant to O.C.G.A. § 13-6-11. We sincerely hope that you will allow the completion of the litigation before taking any actions and that by doing so, any such claim will be unnecessary.

You may call me at (678) 370-0084 if you have any questions or if you require any additional documentation. Again, we are simply requesting that you allow the completion of the litigation regarding this issue and act in accordance with the findings of the court. Thank you for your consideration.

Sincerely,

W. Anthony Collins Jr.

HOPPE, COLLINS & OJEDA

ATTORNEYS AT LAW

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